

RENTSCHLER BUILDING
Hamilton, Ohio

LEASE AGREEMENT

THE LEASE AGREEMENT (the “Lease”) is dated the **15th day of January 2025** (the “Effective Date”), by and between the **ALEA COMMERCIAL PROPERTIES, LLC** (“Lessor”) and the **BUTLER COUNTY REGIONAL TRANSIT AUTHORITY** (“Lessee”). Lessor and Lessee will be referred to individually as a “Party” and will be referred to collectively as “Parties” within this Agreement.

WITNESSETH

1. Premises: Manner of Use

Lessor, in consideration of the covenants and agreements to be performed by Lessee and upon the terms and conditions hereinafter set out does hereby lease unto Lessee the space of **Suite 600**, in Lessor’s building located at **6 SOUTH SECOND STREET, HAMILTON, OHIO 45011**. Such space shall be used and occupied by Lessee as office space and for no other purpose. The building and the space therein above described are hereinafter-called “building” and “leased premises”, respectively. A copy of the office space located at Suite 600 is attached hereto as Exhibit A and incorporated fully herein.

2. Term

The term of this Lease will be **24 Months**, commencing on **March 1st, 2025, and expiring on February 28th, 2027 (the “Initial Term”)**, unless terminated earlier in accordance with any provision contained herein. Lessee shall have the sole option to renew this Lease for up to three (3) separate one-year terms following, respectively, the Initial Term and the first successive term (each separate one-year term constitutes a “Successive Term”) unless terminated earlier under Section 28. The Lease may last for a maximum of five (5) years.

Lessee shall notify Lessor at least thirty (30) days before the expiration of the Initial Term or, if there is a first Successive Term, at least (30) days before the expiration of the first Successive Term, as to whether Lessee will renew the Lease for another Successive Term.

3. Rent

Lessee shall pay Lessor as base rent for the Leased Premises during the Initial Term of this Lease the sum of **\$5,372** per month in advance on or before the first day of each month, such rent and other charges to be payable through the tenant online portal or direct deposit to **Alea Commercial Properties, LLC** – or to such other party or at such other place as the Lessor may from time to time designate in writing. If the rental payment shall be received by Lessor after the second day of the month in which it is due, Lessee shall be liable for a one-time penalty charge of Twenty-Five Dollars (\$25.00) and an additional three dollars (\$3.00) per day thereafter. If the suite condition sign-off is delayed due to unresolved conditions, the commencement of the lease term and rent payments shall be pro-rated accordingly.

If Lessee renews the Lease for any separate one-year Successive Term, Lessor agrees to pay Lessor a base rent for the Leased Premises during the Successive Term period of \$5,640.00 per month. Base rent shall never exceed \$5,640.00 per month, regardless of the number of Successive Terms exercised by Lessee.

4. Parking

Lessor shall include nineteen (19) parking spaces at McDulin Parking Garage (Market St, Hamilton, OH 45011), 6 S Second Street and/or 108 S Second Street.

5. Maintenance and Repair

Lessee shall take reasonable care of the Leased Premises and avoid causing damage beyond normal wear and tear. At Lessee's expense, Lessee shall repair any damage beyond normal wear and tear done to the Leased Premises or any part of it by Lessee or Lessee's employees, invitees or agents; and should Lessee fail to do so promptly, Lessor may, at its option, make such repairs and Lessee shall pay the cost thereof to Lessor on demand. Lessee shall, at termination of this Lease by lapse of time or otherwise, deliver up the Leased Premises to Lessor in as good condition as at commencement of Lessee's occupancy, ordinary wear and damages by fire or other casualty excepted.

6. Assigning, Subletting, Alterations

Lessee shall not, without Lessor's prior written consent, not unreasonably withheld, assign this Lease, or allow the same to be assigned by operation of law or otherwise, or sublet the Leased Premises or any part thereof, or use or permit same to be used for any purpose except as above specified, or make or allow any alterations therein or additions thereto.

7. Lessor's Right of Entry

Lessor shall have the right, without charge or diminution of rent, but with at least twenty-four (24) hours-notice, to enter the Leased Premises at all reasonable times and in a reasonable manner for the purpose of examining the Leased Premises and making repairs or improvements either to the Leased Premises or to utility lines or other facilities of the building or to install such lines or facilities. Lessee shall, upon the discovery of any defect in or injury to the Leased Premises, or any need of repairs, promptly report the same to Lessor in writing, specifying such defects. There shall be no allowance to Lessee or diminution of rent by reason of inconvenience, annoyance or injury to business arising from Lessor's reasonable making of any repairs, alterations, additions, or improvements in or to any portion of the building or this Leased Premises or in and to the fixtures, appurtenances and equipment thereof. Lessor agrees to return the building and Leased Premises in substantially similar condition to Lessee following the completion of any of Lessor's repairs, alterations, additions, or improvements in or to any portion of the building or this Leased Premises or in and to the fixtures, appurtenances and equipment thereof.

8. Lessee's Additions and Fixtures

All additions, fixtures or improvements placed on or made to the Leased Premises by

Lessee, excluding personal property, furniture, trade fixtures and other moveable property not attached to the building, shall at once become the property of Lessor and be surrendered to Lessor upon termination of this lease. Any special provisions in respect to the Lessee's right to remove additions, fixtures or improvements shall be specifically stated in the space herein for special provisions.

9. Property Not Removed

All of Lessee's personal property not removed from the Leased Premises when Lessee leaves the Leased Premises on termination of this Lease shall thereupon be conclusively presumed to have been abandoned by Lessee and forthwith become Lessor's property.

10. Holding Over

Should Lessee hold the Leased Premises after termination of the term of this Lease, including applicable Successive Terms, by lapse of time or otherwise, the Lessee will be a tenant from month to month, at the same rental and under the same conditions in force at the expiration of the term of this Lease, unless notified by the Lessor of different rents or conditions. No receipt of money by Lessor from Lessee after termination of this Lease shall reinstate or extend this Lease, or affect any prior notice given by Lessor to Lessee, and no extension of this Lease shall be valid unless in writing, signed by Lessor and Lessee.

11. Government Regulations; Rules and Regulations

Lessee shall comply with all valid laws, ordinances, rules and regulations of all government authorities pertaining to use and occupancy of Leased Premises, including any clause or term required by the Federal Transit Administration ("FTA"), incorporated herein by reference.

Lessee shall comply with the rules and regulations made a part hereof, as well as all reasonable changes therein and additions thereto that may from time to time be made by Lessor for the operation and protection of the building and the protection and welfare of Lessor's tenants and invitees. Changes and additions to the rules and regulations shall become effective and a part of this Lease upon delivery of a copy thereof to Lessee. Lessor agrees that it cannot incorporate a rule or regulation that causes Lessee to violate any FTA clause or term.

12. Security Deposit

Concurrently with the execution of this Lease, the Lessee has deposited with the Lessor the sum of **\$5,372.00** as security for the performance by the Lessee of all the conditions and provisions required to be performed by the Lessee under this Lease. Such sum shall be returned to the Lessee after the expiration of the term of this Lease (including any applicable Successive Terms) provided the Lessee has performed all such conditions and provisions. Prior to the time when the Lessee shall be entitled to the return of the security deposit, the Lessor shall be entitled to intermingle such deposit with its own funds and to use such sum for such purposes as the Lessor may determine. The Lessee shall not be entitled to any interest on the security deposit.

In the event of default by the Lessee in respect of any of the conditions or provisions of this Lease, including but not limited to the payment of rent, Lessor may use, apply, or retain all or any part of such security deposit for the payment of any unpaid rent or for any other amount which the Lessor may be required to spend by deficiency in the re-letting of the leased property, regardless of whether the accrual of such damages or deficiency occurs before or after an eviction or a summary re-entry or other re-entry by the Lessor.

The Lessee may not assign its right to the security deposit in whole or in part.

13. Insurance

- a. **Indemnification by Lessor.** Lessor will defend and indemnify and hold Lessee harmless from and against any and all loss, cost, expense, and liability whatsoever, resulting directly or indirectly from (1) any occurrence within the Common Areas regardless of the cause except to the extent caused by the negligence or intentional misconduct of Lessee, Lessee's agents or employees, (2) any occurrence within the Leased Premises to the extent caused by the negligence or intentional misconduct of Lessor, Lessor's agents, employees, invitees or contractors, (3) any breach of Lessor's representations, warranties or covenants under this lease or (4) the acts or omissions of Lessor, its authorized representatives, contractors, licensees and/or invitees.
- b. **Public Liability Insurance.** Lessee, at its own expense, shall carry public liability insurance covering the Leased Premises and Lessee's use thereof with not less than a \$1,000,000 combined single limit with a \$2,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy), on account of bodily injury or death to one or more person or persons, and on account of damage to property. Lessee shall deposit said policy(ies) (or certificates thereof) with Lessor before the date of any use or occupancy of the Leased Premises by Lessee. Said policy or policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.
- c. **Lessor's Insurance.** Lessor shall maintain insurance against loss or damage to the Building with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building (excluding coverage of Lessee's personal property and any Alterations by Lessee), and such other insurance, including rent loss coverage, as Lessor may reasonably deem appropriate or as any Mortgagee may require. Lessor shall also keep in effect commercial general liability insurance, including blanket contractual liability insurance, with not less than a \$1,000,000 combined single limit with a \$2,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage.
- d. **Lessor's Liability.** Lessor shall not be liable for any damage to Lessee's property located in the Leased Premises, regardless of the cause of such damage other than

damages caused by Lessor or Lessor's agents, nor acts or omissions of other tenants of the Building.

- e. **Fire and Extended Coverage Insurance.** Lessor, at its expense, agrees to carry policies insuring the Building against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Leased Premises are located, in an amount equal to at least eighty percent (80%) of the insurable value of such improvements, together with insurance against such other risks in such amounts as Lessor deems appropriate.

14. Fire and Casualty

In the event the Leased Premises or the building shall be partially damaged by fire or other casualty, the same, except as hereinafter provided, shall be repaired as speedily as possible by and at Lessor's expense. All rent payment from Lessee shall be abated proportionately. In case the damage should be so extensive as to render the Leased Premises untenable, the rent shall cease until such time as the premises and the means of access to them shall be put in repair by and at the expense of the Lessor. However, if such damage resulted from or was contributed to by fact, fault or neglect of Lessee, Lessee's employees, invitees or agents, there shall be no abatement of rent.

15. Relocation

[RESERVED]

16. Hold Harmless Provision

All personal property belonging to the Lessee or to any other person located in or about the building or the Leased Premises shall be there at the sole risk of the Lessee or such other person. Neither the Lessor nor the Lessor's agents shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for damage of injury to said Lessee or to other persons or to the other property, caused by water, snow, frost, steam, heat or cold, or dampness, falling plaster, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical neglect of other tenants or occupants of the building or any other person, or caused in any other manner whatsoever, unless the Lessor or the Lessor's agents neglected to fix, repair, or otherwise maintain the property or Leased Premises and Lessee's were damaged as a result of that negligence.

17. Building Services

Lessor shall furnish Lessee the following:

- (a) Lavatory and toilet purposes, drawn through fixtures installed by Lessor and hot water for lavatory purposes from regular building supply at the prevailing temperature.
- (b) Dumpster for Lessee or Lessee's third-party janitorial service to empty trash.
- (c) Normal electric services for lighting, heating, ventilation and air conditioning (HVAC), and the operation of small office equipment, such as adding machines, computers, etc. If

Lessee requires additional electric current, the installation and additional monthly charges therefore shall be billed to Lessee.

- (d) Snow removal, regular cleaning, and landscape maintenance of common areas, parking areas, walks and driveways.

18. Notices

Lessor:

Alea Commercial Properties
5725 Dragon Way, Ste 400
Cincinnati, OH 45227
[Phone Number]
[Name]
management@aleaproPERTIES.com

Lessee:

Butler County Regional Transit Authority
ATTN: EXECUTIVE DIRECTOR
3045 Moser Court
Hamilton, OH 45011
dutkeviczmm@butlercountyrta.com

19. Utility Deregulation

Lessor has hereby advised Lessee that presently Duke Energy (“Electric Service Provider”) is the utility company selected by Lessor to provide electricity service. Notwithstanding the foregoing, if permitted by Law, Lessor shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service or continue to contract for service from the Electric Service Provider.

Lessor Not Responsible for Interruption of Service – Lessor shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quality or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Lessee’s requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction in whole or in part, or entitle Lessee to any abatement or diminution of rent, or relieve Lessee from any of its obligations under the Lease.

Lessee Shall Give Lessor Access - Lessee shall cooperate with Lessor, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably

necessary, shall allow Lessor, Electric Service Provider, and any Alternate Service Provider reasonable access to the (Building's/Center's) electric lines, feeders, risers, wiring, and any other machinery within the Premises.

20. Waiver

No provision of this Lease shall be altered, waived, amended or extended, except in writing signed by both parties. Lessor shall not be considered to have waived any of the rights, covenants or conditions unless evidenced by its written waiver; and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of rent shall not be construed to be a waiver of any breach or condition of this Lease.

21. Common Areas

In addition to the Leased Premises hereunder, Lessee shall have the nonexclusive right to use the hallways, and other common areas of the building and the land upon which the building is located for ingress and egress to and from the premises leased hereunder.

22. Quiet Enjoyment

Lessor covenants with the Lessee that the Lessee, having performed its covenants and agreements herein set forth, shall have quiet and peaceable possession of the Leased Premises on the terms and conditions herein provided.

23. Lessor's Obligation to Improve the Building and Leased Premises.

Lessor agrees to make, at a minimum, the following repairs and improvements to the building and Leased Premises, and further agrees that Lessee has no obligation to pay rent until these are completed to Lessee's satisfaction:

- a. Lessor to install new flooring throughout entire suite
- b. Lessor to provide new air conditioning window units where central air is not available
- c. Lessor to provide new roller-style window shades throughout suite as shown elsewhere in building.
- d. Lessor to install new light fixtures and ensure electrical is up to current Ohio Building and Mechanical Codes throughout the Leased Premises
- e. Lessor to allow Lessee's contractor access to suite while ceiling tiles are removed for the installation of low-voltage cable at Lessee's expense.
- f. Lessor to replace all ceiling tiles with brand new
- g. Lessor to patch and paint entire suite and 6th floor restroom.
- h. Lessor to have 6th floor bathroom operational 6 weeks after move-in, including hot water and new light fixtures.
- i. Lessor agrees to execute alterations as shown on exhibit A including removal of walls as shown and converting former reception area to janitorial/cleaning closet with mop sink.
- j. Lessor to replace sink and cabinet in existing kitchenette area.
- k. Lessor shall allow Lessee to place the following signage at Lessee's expense:
 - i. Signage of Lessee's choosing identifying the BCRTA and suite 600 wayfinding to be placed in the 6th floor elevator lobby.

- ii. Vinyl decal, subject to Lessor's design approval, to be installed on 1st floor lobby entry glass, visible to exterior, identifying suite location of BCRTA.

Refer also to Exhibit A for a diagram of the repairs and improvements listed above.

24. Events of Default

The following shall constitute an Event of Default under this Lease:

- a. Lessee's failure to make any rental payments required under Section 3 of this Lease on or before the first day of each month and continuance of non-payment for a period of ten (10) business days after;
- b. If proceedings in bankruptcy shall be instituted by or against the Lessee or the Lessee shall be declared insolvent or the said premises or any part thereof shall come into the possession of any receiver or assignee or any sheriff, or any other officer;
- c. Lessor fails to complete all of the repairs and improvements required in Section 23 prior to Lessee's occupancy of the Leased Premises;
- d. Lessor fails to confirm by March 1, 2025 that the building and Leased Premises are free and clear of any local, municipal, county, state, or federal building, housing, rental, or environmental code violations;
- e. If the Leased Premises or the building be taken, appropriated, or condemned for public purposes, in whole or in such substantial part as to render the building unsuitable for Lessor's purposes or the Leased Premises unsuitable for Lessee's purposes;
- f. If there is total destruction of said building hereby leased, caused by fire or otherwise, or so much thereof that the Lessor shall desire to raze said building (whether the Leased Premises is affected or not);
- g. If, during the term of the Lease, the Lessor fails to complete necessary repairs on the following material issues affecting habitability within 10 days of receipt of written notice from the Lessee:
 - i. 50% of elevator service to Lessee suite unavailable for 20 consecutive business days.
 - ii. No elevator service to Lessee suite available for more than 5 consecutive business days.
 - iii. No hot water available on 6th floor for more than 10 business days.
 - iv. Notwithstanding provisions of Section 23, HVAC cannot be controlled to maintain a temperature between 65F degrees and 76F degrees throughout 75% of the leased suite for more than 5 business days.
 - v. More than 50% of any individual fixture types (sinks, commodes, urinals) in the 6th floor restroom are not functional for more than 10 consecutive business days notwithstanding provisions of section 23.
 - vi. Lessor obligations outlined in section 23 are incomplete on Day 1 of lease period.
- h. Lessor takes any action or incorporates any rule or regulation that causes Lessee to violate any required FTA clause or term;

- i. Lessor or Lessee fails to observe and perform any of the covenants, conditions and agreements herein, or any of the rules and regulations printed on the last page hereof, or any reasonable addition thereto, or modification thereof and the breaching party shall fail to cure such default within 30 days of written notice of such default;
- j. Lessor or Lessee underlets said Leased Premises, pledges, or assigns this Lease without the other party's prior written consent.

The foregoing provisions of this Section are subject to the following limitations. If Lessor shall be delayed or prevented from the performance of any obligation through no fault of their own by reason of labor disputes, inability to procure materials, failure of utility service, restrictive governmental laws or similar causes beyond the control of such party, the performance of such obligation shall be excused for the period of the delay. If Lessee's performance of obligations under this Lease is materially hampered, interrupted, or interfered with for reasons including, but not limited to: fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, earthquake, landslides, public health pandemic, disease, or other acts of God, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, the Lessee shall be excused from performance under this Lease and will not be responsible for future rental payments not yet incurred.

25. Remedies for Default.

- a. Whenever Event of Default 24(a) occurs and is subsisting, Lessor may, at its option, either:
 - i. enter and repossess said Leased Premises and to remove all persons and property therefrom in the same manner and with the same rights as if this Lease had not been made, to store without liability for safekeeping, or to dispose of the effects therein; and thereupon this Lease and everything contained on the said Lessor's behalf to be done and performed, shall cease, terminate and be utterly void; or
 - ii. as agent of Lessee to enter, repossess and remove without notice as hereinbefore provided, and to re-rent said Leased Premises to the best advantage, applying rentals received to the amounts due from Lessee under this Lease, and to expense so incurred, including cost of remodeling, in which case the deficiency, if any, shall be paid to the Lessor by the Lessee, Lessee in such event to be liable for such expense when incurred and installments of rents and other charges as they become due.
- b. Whenever Event of Default 24(b) occurs, Lessor may terminate this Lease by three days' notice in writing, or may accept rent from such receiver, assignee or officer without affecting or impairing its right under this Lease, or its right to cancel provided in this paragraph.
- c. Whenever Event of Default 24(c) occurs, Lessee's rental payment obligation shall be abated until such time as Lessor makes repairs and improvements required in Section 23.

- d. Whenever Event of Default 24(c) persists without remedy by Lessor within thirty (30) days of notice, or whenever Event of Default 24(d) occurs, Lessee may terminate this Lease in writing to Lessor and Lessee shall be released from further rent payment obligation and shall be entitled to a full refund of their security deposit.
- e. Whenever Event of Default 24(e) occurs, Lessor will notify Lessee, in writing, if any portion of the building or Leased Premises are to be taken, appropriated, or condemned for public purpose and the term of the Lease shall, at the option of either Party, forthwith terminate.
- f. Whenever Event of Default 24(f) occurs, Lessor shall pay pro-rated rent up to the time of destruction, and then, and from thenceforth, the Lease shall cease and come to an end.
- g. Whenever any issue remains unresolved under Event of Default 24(g) and the initial 10-day notice period has expired, Lessee's rental payment obligation shall be abated until such time as Lessor makes every repair listed in Lessee's written notice. If, after a reasonable period, Event of Default 24(g) persists without remedy or improvement, Lessee may terminate this Lease by providing 14 days' written notice to the Lessor and vacate the Leased Premises. Upon vacating the premises, the Lessee shall be released from further rent payments and shall be entitled to a full refund of the security deposit.
- h. Whenever Events of Default 24(h),(i), or (j) occurs, Lessee is entitled to immediately terminate the Lease, without penalty, payment, or any other negative implication and shall be entitled to a full refund of the security deposit.

IN WITNESS WHEREOF, the parties have hereto executed this Lease Agreement

_____ day of _____, 2025.

LESSEE:

NAME:
ROLE:
BUTLER COUNTY REGIONAL TRANSIT AUTHORITY

LESSOR:



ALBERT EDWARD
MANAGING PARTNER
ALEA COMMERCIAL PROPERTIES

KEY BUILDING
RULES AND REGULATIONS

1. The entries, passages, corridors, stairways and elevators shall not be obstructed by Lessee or used for any purpose other than ingress and egress.
2. Except as outlined in Section 8 of the Lease, no sign, advertisement or notice shall be put in or on said building.
3. No tenant shall perform any act, which will increase the rate of fire or liability insurance on said building or the contents thereof.
4. No person shall disturb the occupants of said building by the use of musical instruments, or otherwise make any noise, or in any manner interfere with the comfort and quiet of such occupants.
5. Nothing shall be placed on the outside of the building or in the corridor, or on the windows, windowsills, fire escapes or projections.
6. No cars shall be left overnight without the written permission of the management.
7. No additional lock, or lock change shall be affected by Lessee, nor shall Lessee nail, bore, or otherwise deface the woodwork or plastering of the Leased Premises, nor shall Lessee put up, alter or change partitions therein without the written permission of management.
8. No window shades shall be installed by Lessee other than those prescribed and approved by Lessor as to shape, color, and material.

EXHIBIT A

